

## MARINE FACILITY COMMERCIAL USE AGREEMENT

**Commercial use of City of Gustavus marine facilities in the absence of a signed agreement authorizing the vessel, except in an emergency, is prohibited.**

This Agreement will serve as a confirmation for use of the facilities located at the City of Gustavus Salmon River Small Boat Harbor and the City Floats at the State of Alaska Dock from \_\_\_\_\_, 2022 to December 31, 2022, by:

\_\_\_\_\_  
Name of Vessel Owner

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Vessel Identification (AK #, Document #, Other)

\_\_\_\_\_  
Contact # and Email

\_\_\_\_\_  
Phone #

The facilities use fee is \$500 per vessel; trailer use for vessel is included. Payment of the facility use fee in full shall be made at the time this Agreement is signed by both parties. The Agreement may be cancelled with refund in full up to 48 hours prior to permitted period. NO REFUND will be given on any cancellation later than 48 hours prior to the start of the permitted period, or for termination due to noncompliance with the terms of this agreement.

The facility use agreement does not apply to state and federal agency vessels, vessels conducting official business with the City of Gustavus, educational or scientific research purposes with prior approval by the City of Gustavus.

USE CONDITIONS: During the Agreement period, the vessel identified above shall have access to use the City of Gustavus Marine Facilities (ramp, float, etc.) at the Salmon River Small Boat Harbor, and the floats and other city infrastructure at the State Dock. The commercial operator understands and agrees that the Gustavus Marine Facilities, including the Salmon River Boat Harbor and the float system at the State Dock, are the property of the City of Gustavus, which has proprietary jurisdiction over those facilities. Permitted use is subject to the provisions of the City of Gustavus Code of Ordinances and the terms of this agreement. Use of the City of Gustavus Marine Facilities must comply with the below standards. Violation of any of these standards may result in the loss of use for a set period and/or termination of the Facility Use Agreement.

1. Use of the floats is for transient purposes only. Duration at the float is intended to provide for the loading and unloading of passengers, gear, and

other items (i.e., loading/unloading of provisions, daily fish catch, etc.) associated with the execution of the activities common with commercial fishing, charter fishing, whale-watching, kayak sightseeing, boating, or other similar activities.

2. Except in an emergency, use of the floats is not permitted for vessel repair, overnight occupancy, or mooring in excess of two (2) hours during the permitted uses described above. The vessel captain or representative shall notify the City of Gustavus Marine Facilities Coordinator or City officials at City Hall of the emergency requirement as soon as practicable. The phone number at City Hall is 907-697-2451.
3. Conduct of vessel captains, crews, passengers, guests, and provisioners is the responsibility of the vessel owner and signatory. Interaction with other users of the City of Gustavus Marine Facilities must be non-confrontational, and cooperative, accepting of the rights of other patrons to use the facilities. Any disagreements, confrontations, or combative instigation by other patrons should be documented and submitted to City Hall.
4. Vessel captains and crews must comply cooperatively with directions regarding the use of city marine facilities as issued by officials of the City of Gustavus, specifically the City Marine Facilities Coordinator, the Mayor, and the City Administrator.
5. Conduct must not violate any Federal, State of Alaska, or City laws or regulations, including but not limited to, the feeding of marine mammals. Vessel captains shall assure that fish carcasses and offal, bait, food, and garbage are not allowed to reach marine mammals. Even inadvertent feeding is prohibited and a violation of the terms of this agreement.
6. Fish carcasses and offal, bait, food, or garbage shall not be discharged on land in the City Beach Park, or the Salmon River Boat Harbor, or in the Salmon River, where it may be available to terrestrial mammals or birds.
7. Cleaning of fish on the float is prohibited. Discarding of fish carcasses and offal must be done in accordance with Federal, State, and City of Gustavus laws and regulations.
8. Storing of equipment or provisions or leaving trash for more than thirty (30) minutes without the vessel moored to the float, is prohibited.

**TERMS AND CONDITIONS:** Vessel owner will be financially responsible for any and all damages to the premises that results from its use of the facility, including property damage, structural damage, and personal injury by vessel owner, its employees, agents, volunteers, guests or subcontractors that occur in the course of use of the building/premises/floats/docks and any other structures.

The undersigned have carefully read, understand, and voluntarily agree to the terms of this Agreement, and further agree that no oral representations, statements, or

inducements have been made to the undersigned by any City employee, mayor, council member, city attorney, or any other city representative.

The signatory agrees and acknowledges that he/she has had the opportunity to consult with counsel of his/her choice and is not relying on any advice or representations of the City attorney.

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Signature of Individual or Authorized Representative

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Date

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Signature of the City of Gustavus

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Date